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4 BILL NO. S-76-04- 34

5 SPECIAL ORDINANCE NO. S- 91-76

6 AN ORDINANCE approving a contract with  
7 Nobis-Westropp Construction Co., Inc.  
8 for Sewer Improvement Resolution 865-1974.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY  
10 OF FORT WAYNE, INDIANA:

11 SECTION 1. That the contract dated March 24, 1976,  
12 between the City of Fort Wayne, by and through its Mayor and  
13 the Board of Public Works and Nobis-Westropp Construction  
14 Co., Inc. for Sewer Improvement Resolution 865-1974 for  
15 construction of a sanitary sewer to serve properties on  
16 Griswold Drive, for a total cost of \$9,697.50, with maximum  
17 assessment to the property owners set at 0.12 cents per  
18 square foot plus tap in costs, and the estimated cost to  
19 the City is \$7,000.00, all as more particularly set forth  
20 in said contract which is on file in the Office of the Board  
21 of Public Works and is by reference incorporated herein,  
22 made a part hereof and is hereby in all things ratified,  
23 confirmed and approved.

24 SECTION 2. This Ordinance shall be in full force  
25 and effect from and after its passage and approval by  
26 the Mayor.

27   
28 \_\_\_\_\_  
29 Councilman

30  
31  
32  
33 APPROVED AS TO FORM  
34 AND LEGALITY,  
35   
CITY ATTORNEY

Read the first time in full and on motion by mess, seconded by Hinga, and duly adopted: read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 4-13-76 Charles W. Westernman  
CITY CLERK

Read the third time in full and on motion by D Schmidt, seconded by Hinga, and duly adopted, placed on its passage. Passed (Last) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-HIT
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES				<u>✓</u>	
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 4-27-76 Charles W. Westernman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 91-76 on the 27th day of April, 1976.

ATTEST: (SEAL) James Stier  
Charles W. Westernman PRESIDING OFFICER  
CITY CLERK

Presented to and by The Mayor of the City of Fort Wayne, Indiana, on the 28th day of April, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westernman  
CITY CLERK

Enrolled and signed by me this 28th day of April, 1976, at the hour of 4:30 o'clock P. M., E.S.T.

Robert Timmshong  
MAYOR

Bill No. S-76-04-34

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with Nobis-Westropp Construction Co., Inc. for Sewer Improvement  
Resolution 865-1974.

*Griswold, Dr.*

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

*Donald J. Schmidt*  
*Vivian G. Schmidt*  
*Paul M. Burns*  
*William T. Hinga*

DATE 4-27-76 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

63-85-7 3/24/76

# CONTRACT AND BOND

**This Agreement,** Made and entered into as of the 24<sup>th</sup> day of

March

19 76, by and between

NOBIS-WESTROPP CONSTRUCTION CO., INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

Beginning at the existing sanitary sewer manhole located 5+ L.F. West of and 5+ L.F. South of the Northwest corner of Lot 5 of Freeman's Addition as recorded in Plat Book 1, Page 56, said manhole more particularly described as being located 220 + L.F. East of and 25+ L.F. South of the centerline intersection of Spy Run Avenue and Griswold Drive (Elizabeth Street); thence Easterly along and parallel to the North property lines of Lot 5 through 10 inclusive of said Freeman's Addition 280 + L.F. terminating at a proposed manhole located 5+ North of and 5+ L.F. East of the Northwest corner of Lot 10 of said Freeman's Addition.

Said sewer shall be 8" in diameter.

for the Following Prices

8" Pipe Sewer 8" VCP C-700  
Standard Concrete Manhole Type I  
4" Concrete Sidewalk for front  
walks of various widths  
6" Crushed Stone Pavement for Drives  
Special Gravel Backfill  
6" "T" or "V" Taps to P.L. or E.L.  
incl. permit  
Seeding & 2" Mulch  
Sodding I.S.H. Standards  
#73 Stone or Gravel

Fifteen dollars and forty cents	\$ 15.40
Eight hundred and fifteen dollars	\$815.00
Twenty-two dollars	\$ 22.00
Three dollars and thirty cents	\$ 3.30
Six dollars and sixty cents	\$ 6.60
One hundred and ten dollars	\$110.00
One dollar and ten cents	\$ 1.10
Two dollars and twenty cents	\$ 2.20
Eight dollars and eighty cents	\$ 8.80

The said party of the first part expressly agrees to make the improvements herein specified in strict

accordance with the provisions of Local Improvement Resolution No. 865-1974 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 120 calendar days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 1st

day of March 19 76

APPROVED AS TO FORM AND LEGALITY

NOBIS-WESTROPP CONSTRUCTION CO., INC.

BY: Samuel J. Westropp

ITS: Secretary

Contractor, party of the first part.

This contract approved by us this 24 day of March 19 76

BOARD OF PUBLIC WORKS,  
Party of the second part.

Mayor

# LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we NOBIS-WESTROPP CONSTRUCTION CO.,

INC. \_\_\_\_\_

as principal and--AETNA CASUALTY AND SURETY COMPANY \_\_\_\_\_

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Eleven

Thousand Five Hundred Seventy-Seven Dollars and Fifty Cents ----- (\$ 11,577.50 )

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_ 1st

day of March \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this \_\_\_\_\_ 1st \_\_\_\_\_ day of March \_\_\_\_\_ 19 76

NOBIS-WESTROPP CONSTR. CO., INC. (SEAL)

BY: \_\_\_\_\_ (SEAL)

AETNA CASUALTY AND SURETY COMPANY (SEAL)

Donald E. Coffey (SEAL)  
Attorney-in-fact

Approved this 24 day of March \_\_\_\_\_, 19 76

Henry P. Wehrberg  
Edward D. LaMar  
May G. Scott  
-Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes Volume IV) (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII). It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

# GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Nobis-Westropp Construction  
Co., Inc. \_\_\_\_\_ Contractors  
as principal and \_\_\_\_\_

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Eleven  
Thousand Five Hundred Seventy Seven Dollars and Fifty Cents (\$ 11,577.50 )  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said Nobis-Westropp  
Construction Co., Inc. \_\_\_\_\_  
did on the 1st day of March enter into a contract with the City  
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and  
along \_\_\_\_\_

according to certain plans and specifications, and also warranting and guaranteeing the work, material and  
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said Nobis-Westropp Construction Co., Inc. \_\_\_\_\_  
\_\_\_\_\_ shall faithfully perform and fulfill all the requirements of said war-  
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,  
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 1st day of March 19 76

NOBIS WESTROPP CONSTR. CO., INC. (SEAL)

BY: Dan J. Westropp (SEAL)

AETNA CASUALTY AND SURETY COMPANY

Donald H. Coffey (SEAL)  
ATTORNEY-IN-FACT

Approved this 24 day of March, 19 76

Henry P. Wehmanburg  
Edna W. DeMar  
May G. Scott  
Board of Public Works.



Reply:

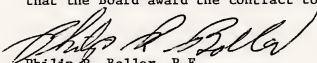
March 1, 1976

Members of the Board:

Attached for your review and action are the bid tabulations for subject project; all four bids for your files (which were over the engineer's estimate); and the contract and bond forms for your distribution.

The low bid submitted was by Nobis-Westropp Const. Co. which is 28% over the engineer's estimate. With the maximum assessment placed upon the property owner of 12¢ per sq. ft, plus tap costs, awarding of this contract to Nobis-Westropp will result in an approximate \$7,000 cash outlay from the City Utilities.

With the continuing drainage of raw sewage effluent into the St. Joseph River, the notoriety this project has received by the press, and the knowledge that the cost of construction will most certainly increase, it is the recommendation of this department that the Board award the contract to Nobis-Westropp Constr. Co.Inc.

  
Philip R. Boller, P.E.  
Chief Water Pollution Control Eng.

PRB/DE/iw

Att.

Signed

63-64-5  
3/3/76

SENDER: REMOVE & KEEP 3RD COPY - RECEIVER: ANSWER & KEEP 2ND COPY - RETURN 1ST COPY

PROJECT FREEMAN ADDITION SANITARY SEWER

RES. NO. 855-1974

[illegible]



[illegible]

TITLE OF ORDINANCE Special Ordinance - Contract on Griswold Drive Sewer Resolution 865-74

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Provides for contract with Nobis-Westropp Construction Co.

in amount of \$9,697.50 for the installation of a sanitary sewer to serve properties  
on Griswold Drive. These properties have been a source of pollution for some time.  
Advertising, engineering and inspection charges are estimated at \$1880.00.  
Maximum assessment to the property owners has been set at 0.12cents per square foot  
plus tap in costs.

EFFECT OF PASSAGE Sanitary sewer service to Griswold Drive properties and  
correction of pollution problem in St. Joe River.

EFFECT OF NON-PASSAGE Failure to correct pollution problem where possible

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Estimated cost to the Utility  
is \$7,000.00.

ASSIGNED TO COMMITTEE Public Works